

RECORDATION NO. 11873-FF
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-66
AUG 3 1984 - 11 05 AM

RECORDATION NO. 11873-HH
AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11873-JJ
AUG 3 1984 - 11 05 AM

AUG 3 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11873-KK
AUG 3 1984 - 11 05 AM

The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company

301 West 11th Street, Kansas City, Missouri 64105

INTERSTATE COMMERCE COMMISSION
RICHARD H. BRUENING
Vice President and General Counsel

Hon. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20423

4-216A081

August 1, 1984

No. AUG 3 1984
Date

Fee \$ 50.00

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 11873-JJ
AUG 3 1984 - 11 05 AM

RE: Amendments to Lease 1000 between Carland,
Inc. and The Kansas City Southern and
Louisiana & Arkansas Railway Companies.

Dear Mr. Bayne:

I have enclosed an original and six counterparts of
each of the documents described below, to be recorded pursuant
to Section 11303 of Title 49, United States Code.

These documents are amendments to Lease 1000 between
Carland, Inc. and The Kansas City Southern and Louisiana &
Arkansas Railway Companies. They are secondary documents dated
as shown below.

The primary document to which these amendments apply
is recorded under Recordation No. 11873. The primary document
has been previously amended, the last amendment having been
recorded on October 26, 1983, under recordation No. 11873-EE.

The documents, the parties thereto, and their respec-
tive names and addresses are as follows:

✓ A. Second Amendment to Lease 1000
dated June 30, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

Third Amendment to Lease 1000
dated June 30, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

ICC OFFICE OF
THE SECRETARY
AUG 3 10 55 AM '84
NOTICE OF
REGISTRATION UNIT

Counterpart for 5-20-84

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

✓ C. Fourth Amendment to Lease 1000
dated December 31, 1983

Lessor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Lessee: The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Kansas City Southern Industries, Inc.
114 West 11th Street
Kansas City, MO 64105

✓ D. Security Agreement and Conditional Assignment
dated December 31, 1983

Assignor: Carland, Inc.
4300 Johnson Drive, Suite 101
Fairway, KS 66205

Assignee: United Missouri City Bank
2401 Grand Avenue
Kansas City, MO 64141

Secured Parties: First National Bank of Shreveport
400 Texas Street
Shreveport, LA 71107

The Northern Trust
50 S. LaSalle Street
Chicago, IL 60675

✓ E. Consent and Agreement
dated December 31, 1983

The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
114 West 11th Street
Kansas City, MO 64105

United Missouri City Bank
2401 Grand Avenue
Kansas City, MO 64141

A fee of Ten Dollars for each of the five documents presented for recordation herewith is enclosed. Please return all counterparts of the documents not required by the Commission for recordation to the party tendering same.

A short summary of each of the documents to appear in the index is as follows:

A. Second Amendment to Lease 1000

Amendment to Lease 1000 (Recordation No. 11873) among Carland, Inc., The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company, extending its term from June 30, 1982 to June 30, 1983.

B. Third Amendment to Lease 1000

Amendment to Lease 1000 (Recordation No. 11873) among Carland, Inc., The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company, extending its term from June 30, 1983 to December 31, 1983.

C. Fourth Amendment to Lease 1000

Amendment to Lease 1000 (Recordation No. 11873) among Carland, Inc., The Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company and Kansas City Southern Industries, Inc., extending its term from December 31, 1983 to December 31, 1984, and adding Kansas City Southern Industries, Inc. as a Lessee.

D. Security Agreement and Conditional Assignment

Dated December 31, 1983, granting security interests in equipment under Lease 1000 (Recordation No. 11873) among Carland, Inc., The Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company and Kansas City Southern Industries, Inc., to United Missouri City Bank, First National Bank of Shreveport, and The Northern Trust.

E. Consent and Agreement

Dated December 31, 1983, by which the Lessee under Lease 1000, among Carland, Inc., The Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company and Kansas City Southern Industries, Inc. (Recordation No. 11873) acknowledged and consented to the Security Agreement and Conditional Assignment.

Yours very truly,


Richard P. Bruening

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

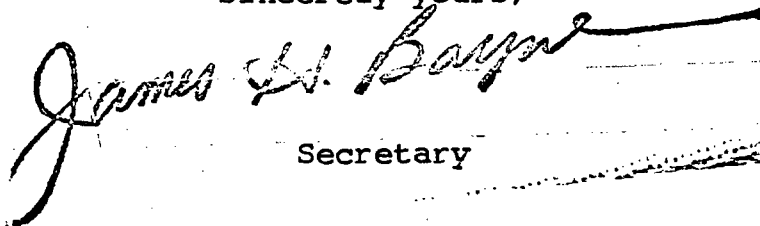
Richard P. Bruening
Kansas City Southern Rwy. Co.
Louisiana & Arkansas Rwy Co.
301 West 11th Street
Kansas City, Missouri 64105

August 3, 1984

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/3/84 at 11:05AM and assigned re-recording number(s). 11873-FF, 11873-GG, 11873-HH, 11873-II, & 11873-JJ

Sincerely yours,


Secretary

Enclosure(s)

AUG 3 1984 11 05 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO LEASE 1000

THIS AMENDMENT TO LEASE 1000, made and entered into as of this 30th day of June, 1982, by and between **CARLAND, INC.**, a Delaware corporation, (the "Lessor"), and **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, and **LOUISIANA & ARKANSAS RAILWAY COMPANY**, a Delaware corporation, (the latter two corporations being hereinafter referred to collectively as the "Lessee");

WHEREAS, Lessor and Lessee have entered into a lease agreement entitled Lease No. 1000 (the "Lease") dated as of May 1, 1980 and amended as of May 1, 1981;

WHEREAS, Lessor and Lessee desire to additionally amend said Lease to extend its term;

NOW, THEREFORE, Lessor and Lessee hereby agree that the Lease be, and it is, amended as follows:

1. The second paragraph of page 1 of the Lease as amended (being the first "WHEREAS" clause thereof) is hereby deleted, and the following substituted in its place:

"WHEREAS, Lessee anticipates that in its operations during the period ending June 30, 1983, it will initially require all or part of the equipment (hereinafter collectively called the Equipment) itemized in Appendix A, attached hereto and hereby made a part hereof; and

2. The paragraph numbered "1." on page one of the Lease, as amended, is deleted, and the following substituted in its place:

"1. Lessor agrees to lease unto Lessee Units (as hereinafter defined) which Lessee shall initially require in its operations during the period ending June 30, 1983 and which shall be ordered by and delivered to Lessee as hereinafter provided. The term "Unit" shall mean an individual unit of any item of the Equipment, together with all equipment and accessories thereon or to be thereon at the time of delivery as hereinafter set forth, and the term "Units" shall mean any two or more units of any item or items of the Equipment, together with all equipment and accessories thereon or to be thereon."

3. The paragraph numbered "4." on page 2 of the Lease is deleted and the following substituted in its place:

"4. Whenever at any time or from time to time during the period ending June 30, 1983, Lessee shall notify Lessor, in writing or otherwise, that Lessee may require the use of a Unit or Units in its operations (each such notification being hereinafter referred to as a Notice), Lessor shall, within ten (10) days after receipt of such Notice, advise Lessee, in writing or otherwise, of the purchase price per unit at which Lessor may obtain each of the Units stated in such Notice (each such advice being hereinafter referred to as an Advice and each such purchase price being hereinafter referred to as "Lessor's Unit Price), and upon the request of Lessee, Lessor shall, at the time of giving an Advice, submit to Lessee a written quotation from the manufacturer, dealer, supplier or vendor of each Unit covered thereby in verification or substantiation of the Lessor's Unit Price applicable thereto, which quotation shall include all equipment and accessories stated in the Notice to be included or installed on each such Unit. A Notice shall specify the type or kind of Unit or Units Lessee may require in its operations, the approximate number of such Unit or Units which Lessee may so require at a time, the equipment and accessories, if any, which may be required thereon, the term of lease desired, and whether Rental payments are to be on a monthly or annual basis."

4. All provisions of the Lease, as amended (and Appendices and Exhibits thereto) not hereby additionally amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease 1000 as of the day and year first above written.

ATTEST:

Secretary

ATTEST:

ASSISTANT Secretary

ATTEST:

ASSISTANT SECRETARY

CARLAND, INC., Lessor

By

W. S. STALDER
President

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By

Chilly S. Brown
Vice President

LOUISIANA & ARKANSAS RAILWAY
COMPANY

By

Chilly S. Brown
Vice President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 30th day of June, 1982, before me personally appeared William S. Stalder, to me personally known, who, being duly sworn, says that he is the Vice-President of **CARLAND, INC.**, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

BECKY S. MUELLER
NOTARY PUBLIC
STATE OF KANSAS

Betty S. Mueller
Notary Public

My Commission Expires: 6/4/85

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 30th day of June, 1982, before me personally appeared Phillip S. Brown, to me personally known, who, being duly sworn, says that he is Vice President of **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

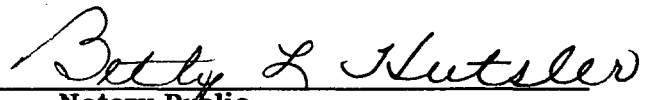
Betty L. Hutsler
Notary Public

My Commission Expires:

BETTY L. HUTSLER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires February 16, 1988

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 30th day of June, 1982, before me personally appeared
Phillip S. Brown _____, to me personally known, who, being duly
sworn, says that he is the _____ Vice President _____ of LOUISIANA &
ARKANSAS RAILWAY COMPANY, that one of the seals affixed to the foregoing
instrument is the corporate seal of said Corporation, that said instrument was signed
and sealed on behalf of said Corporation by authority of its Board of Directors and
he acknowledged that the execution of the foregoing instrument was the free act
and deed of said Corporation.



Notary Public

My Commission Expires:

BETTY L. HUTSLER
Notary Public - State of Missouri
Commissioned In Jackson County
My Commission Expires February 16, 1988